

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Dennis Andresky, Parks and Recreation Director 954 797-1150

PREPARED BY: Dennis Andresky, Parks and Recreation Director 954 797-1150

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SUNSHINE AFTER SCHOOL CHILD CARE, INC. FOR THE OPERATION OF SUMMER CAMP PROGRAMS. (Town to receive 25% of the gross amount of program registration fees)

REPORT IN BRIEF: The Town awarded the bid for the Operation of Summer Programs to Sunshine After School Child Care, Inc per Resolution #2007-359 on 12/19/2007. A contract for this service has been negotiated with the vendor. This resolution authorizes the Mayor to execute the contract.

PREVIOUS ACTIONS: R-2007-359

CONCURRENCES: Parks & Recreation Advisory Board, Contract has been reviewed and approved by the Town Attorney.

FISCAL IMPACT: Yes

Has request been budgeted? n/a

Additional Comments: Contract will provide revenue to the Town.

RECOMMENDATION(S): Motion to Approve Resolution

Attachment(s): Resolution, Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SUNSHINE AFTER SCHOOL CHILD CARE, INC. FOR THE OPERATION OF SUMMER CAMP PROGRAMS.

WHEREAS, the Town desires to offer Summer Camp Programs; and

WHEREAS, the Town solicited sealed proposals for such service; and

WHEREAS, Sunshine After School Child Care, Inc. was awarded the bid for provision of Summer Camp Program Operation per Resolution #2007-359 on 12/19/2007; and

WHEREAS, an agreement has been negotiated with the vendor to provide the awarded service; and

WHEREAS, it is in the Town's best interest to execute a contract for this service; and

WHEREAS, after review, the Town Council wishes to authorize the Mayor to execute a contract with Sunshine After School Child Care, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie authorizes the Mayor to execute a contract with Sunshine After School Child Care, Inc. to provide Summer Camp Program service.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2008.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008.

AGREEMENT BETWEEN THE TOWN OF DAVIE
AND SUNSHINE AFTER SCHOOL CHILD CARE, INC.
FOR OPERATION OF SUMMER CAMP PROGRAMS

THIS AGREEMENT, made and entered into this _____ day of _____, 2008, by and between:

Town of Davie, Florida
a municipal corporation
6591 Orange Drive
Davie, Florida, 33314
(hereinafter referred to as "TOWN")

AND

Sunshine After School Child Care, Inc..
Janice Doughty, CEO
7901 SW 36 Street, Suite 200
Davie, FL 33328
(hereinafter referred to as "CONTRACTOR")

WITNESSETH

WHEREAS, the Town is desirous of providing summer camp programs at various Town sites; and

WHEREAS, a formal RFP was disseminated, and the Davie Town Council awarded the bid to Sunshine Child Programs and

WHEREAS, the Town has verified Sunshine After School Child Care, Inc.'s qualifications, experience and capability to perform fully the requirements for such a program, and has determined that Sunshine After School Child Care, Inc. has the necessary staff with expertise, skills and capabilities to provide the required services; and

WHEREAS, this agreement has been approved by the Town Attorney; and

WHEREAS, the Town and Sunshine After School Child Care, Inc. wish to enter into this Agreement to outline the parties' responsibilities for the use of the Town's facilities during this proposed summer camp program.

IN CONSIDERATION of the mutual covenants and agreements as herein set forth, sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

TERMS OF AGREEMENT

A. It is the Town's intention to award the operation of Summer Camp Programs during the months of June, July and August to the contractor that submits the best overall proposal based on the Town's evaluation of the proposals received with respect to the evaluation criteria listed above. The Town reserves the right at its' sole discretion to award or not award a contract for service on a per site basis.

B. The initial term of the agreement is for three summer months (June, July and August) of 2008, 2009 and 2010. The contract may be extended up to two (2) additional two (2) year terms, by mutual written agreement of the parties and the approval of Town Council.

C. All camp programs shall begin on the first day of summer break as scheduled by the Broward County Public School System. All camp programs shall end on the last day of summer break as scheduled by the Broward County Public School System.

D. The cost to participate in the ten week Summer Daze Camp Program is \$200.00 per participant. The cost to participate in the ten week Adventure Camp Program is \$1000.00 per participant. Contractor may increase the program fees 5% for the 2009 program and another 5% for the 2010 program.

E. Contractor will pay the Town 25% of the Gross Amount of program registration fees received.

F. The Town's Request for Proposal For Summer Camp Programs is made a part of this agreement by reference.

Conditions:

A. Contractor shall have use of the following Town Park areas and facilities as listed to conduct the summer program as specified:

1. Davie Pine Island Park Multipurpose Center, 3801 South Pine Island Road, Davie: 7:30 am to 6:00 pm, indoor gymnasium, craft room: Mondays, Tuesdays & Wednesdays 2pm- 5pm; Thursdays 3pm to 5pm and Fridays noon to 5 pm, game room, outdoor playground areas, sports fields except for down time for maintenance or other scheduled uses, outdoor volleyball court. Maximum capacity for this site is (125) participants.

2. Shenandoah Park, 14601 SW 14th Street, Davie: 7:30 am to 6:00 pm, recreation room with restrooms, playground, sports field except for down time for maintenance, two tennis courts, two basketball courts and two roller hockey rinks. Maximum capacity for this site is (75) participants.

3. Waterford Park, 15090 South Waterford Drive, Davie: 8:30 am to 5:00 pm, one large shelter; one small shelter with restrooms; open activity field; playground; tennis courts; basketball courts; racquetball courts. Maximum capacity for this site is (50) participants. This site does not have safe shelter from lightning or inclement weather conditions. Vendor must provide safe shelter in the event of such conditions. Vendor may transport participants to the Ivanhoe Community Center, 6101 SW 148th Avenue, Davie in the event of lightning or inclement weather conditions. Maximum capacity for this site is (50) participants.

4. Waverly Park 6525 Hawkes Bluff Avenue, Davie: 8:30 am to 5:00 pm, one large small shelter; portable restrooms provided by the Town; open activity field; playground; tennis courts; basketball courts; volleyball court. This site does not have safe shelter from lightning or inclement weather conditions. Vendor must provide safe shelter in the event of such conditions. Vendor may transport participants to the Ivanhoe Community Center, 6101 SW 148th Avenue, Davie in the event of lightning or inclement weather conditions. Maximum capacity for this site is (50) participants.

5. Berman Park, 5801 SW 58th Avenue, Davie: 8:30 am to 5:00 pm, small meeting room with restrooms; two playground areas, small open play area. Maximum capacity for this site is (50) participants. The Town's Housing and Community Development Department (HCDD) is to provide Scholarship funding to the Contractor in the amount of \$80 to \$130 for up to (15) participants at this site. Said scholarship recipients will be selected by the HCDD. The Contractor will not charge the scholarship recipients any additional fees to attend the ten week camp program. The Scholarship funding is not considered a part of the Contractors Gross Amount when calculating payment due to the Town.

6. Eastside Community Center, 4300 SW 55th Avenue, Davie: 8:30 am to 5:00 pm, large meeting room; kitchen, restrooms. Maximum capacity for this site is (50) participants. The Town's Housing and Community Development Department (HCDD) is to provide Scholarship funding to the Contractor in the amount of \$80 to \$130 for up to (25) participants at this site. Said scholarship recipients will be selected by the HCDD. The Contractor will not charge the scholarship recipients any additional fees to attend the ten week camp program. The Scholarship funding is not considered a part of the Contractors Gross Amount when calculating payment due to the Town.

B. Contractor shall use a random lottery to select participants for placement in all camps. The random lottery shall be conducted as an open public event at the Davie Pine Island Park Multipurpose Center, 3801 South Pine Island Road, Davie. Preference must be given to residents of the

Town of Davie. In the event there are not enough Town of Davie residents to fill all of the camp site placements, the contractor may accept non residents for placement in the program. The contractor shall provide the Town a list of all participants enrolled into the camp programs and the emergency contact information for those enrolled participants.

- C. It is understood and agreed to that the specified areas and facilities are being provided for use in their current “as is” condition.
- D. Contractor shall pay for and provide all licenses, permits, and inspections necessary for the operations of all of the camp programs at the specified sites.
- E. Contractor shall at all times conduct business in a professional and courteous manner to the satisfaction of the Parks and Recreation Department Director or Designee.
- F. Contractor shall provide qualified administrators and staffing for all activities planned.
- G.
 1. Contractor shall provide each participant a fee schedule which indicates the services that are offered and the cost for the services offered. No annual fee and/or additional registration fee shall be charged to the participant in addition to the program fee.
 2. Contractor shall provide a financial assistance program for low income families and seek applicable summer camp program grant funding as a means of keeping program fees affordable.
- H. Contractor shall have the ability to work with children in wholesome, fun, leisure activities which address the various sports, arts, education and special interests appropriate to the age group served.
- I. Contractor shall provide all supplies, play equipment, crafts, games, materials, participant t-shirts, snacks and transportation necessary to conduct the specified camp programs.
- J. Contractor shall provide verification of Florida Department of Law Enforcement background screening for all employees utilized in the operation of the specified camp program.
- K. Contractor shall comply with the Drug Free Workplace Act and the American’s With Disability Act.
- L. Payment to the Town shall be submitted by the end of the first week of camp.

- M. Contractor shall clean up/collect any trash or debris generated from operations and place same in the on site trash receptacle or in heavy duty trash bags (supplied by contractor) and placed near the on site trash receptacles or into any on site trash dumpsters if present.
- N. Contractor is responsible to pay for any damage to Town property, equipment or facilities caused from operation of the specified programs including but not limited to materials and labor costs.
- O. Contractor shall provide the Town a weekly log of all participant accidents and injuries which includes pertinent detail information of each incident. Contractor shall also provide Town copies of all Contractor accident and injury report forms completed by the Contractor for any serious accidents and injuries that occur.

Insurance: WORKER’S COMPENSATION & EMPLOYER’S LIABILITY INSURANCE

Corporation agrees that prior to implementation of this Agreement they shall provide Town with Certificates of Liability Insurance evidencing compliance with the Insurance Requirements section.

Corporation shall obtain and maintain the following insurance coverage’s with the listed coverage limits throughout the extended life of this agreement:

- a. Commercial General Liability - \$ 1,000,000
 - b. Automobile Liability - \$ 1,000,000
 - c. Errors & Omissions - \$ 1,000,000
 - d. Products – Completed Operations - \$ 1,000,000
 - e. Workers’ Compensation - Florida Statutory Limits
- (Minimum)
- f. Employers Liability - \$ 500,000
 - g. Professional Liability (E&O) - \$ 500,000

General and Auto Liability coverage’s shall be on an occurrence basis and shall reflect a combined single limit as shown above. Coverage must be issued following wording in the latest edition of the ISO Comprehensive General Liability policy and without restrictive endorsements.

Corporation shall require their insurance Agent or Carrier to provide the Town with a Certificate of Insurance on a standard ACORD form or equivalent form showing the policy Effective Date and Expiration Date for each of the above listed coverage’s and shall replace any expiring certificates with new certificates throughout the life of this agreement and any required extended coverage period.

Each such Certificate of Insurance shall be sent to and shall list the following as the Certificate Holder:

Town of Davie
Attn: Herb Hyman
6591 Orange Drive
Davie, FL 33314

- a. Each such Certificate shall include the following wording: **“the Town of Davie, its officers, and employees are named as additional insured’s with respect to the General and Automobile liability of Corporation related to any work performed under this agreement”**.
- b. Each such Certificate of Insurance shall provide for **30 days prior** written notice to the Certificate Holder of any cancellation prior to the expiration date of the coverage’s listed on the certificate.

The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida and having an AMBest insurance rating of not less than B+.

The Corporation shall submit a list of all claims presently outstanding against their professional liability coverage. The information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

Corporation shall require any sub-contractors to comply with these requirements in the same manner that Corporation is required to comply or Corporation shall provide for “General Contractors Insurance” coverage that provides the above coverage’s for themselves as well as any subcontractor working under them.

Nothing in this Agreement shall be construed to affect in any way the Town’s rights, privileges, and immunities, including sovereign immunity as provided by law as set forth in Florida Statute 768.28.

Indemnity Hold/Harmless Agreement: The Contractor agrees to indemnify and hold harmless the Town, its officers, agents and employees from any and all liability, including defense costs, attorneys’ fees, and all other fees incidental to the defense, loss, or damage the Town may suffer as a result of any and all suits, claims, demands, costs, or judgments against the Town arising from the acts or failure to act of the Contractor, it’s officers, employees and/or agents resulting from Contractors implementation of this contract. Nothing in this Agreement shall be construed to affect in any way the Town’s rights, privileges and immunities as set forth in Florida Statutes 768.28.

Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a

contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Discrimination Clause: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

Cancellation: The Town will issue a notice in writing should Contractors fail to reasonably perform the services as specified herein in the sole discretion of the Town. Contractor will have five (5) days after receipt of notice to respond to the complaint and advise any corrective action that will be taken to alleviate the problem. The Town reserves the right to cancel the contract if corrective action is not implemented. This contract will be canceled upon receipt of written notification.

Selling, Transferring or Assigning Responsibilities: The Contractor shall not sell, transfer or assign the performance required by this proposal without the prior written consent of the Town. Any award issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable, except with the prior written consent of the Town.

Permits, Taxes and Licenses: The Contractor shall at their own expense obtain all necessary permits and pay all applicable licenses, fees or taxes.

NOTICE:

Notices required by this Agreement shall be deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses:

AS TO TOWN:

Dennis Andresky or representative
Parks and Recreation Director
6901 Orange Drive
Davie, Florida 33314

AS TO Contractor

Sunshine After School Child Care, Inc..
Janice Doughty, CEO
7901 SW 36 Street, Suite 200

Davie, FL 33328

GOVERNING LAW AND VENUE:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida with venue for any litigation thereon to be found in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SEVERABILITY:

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be null and void insofar as it is found in conflict with the laws of the State of Florida, but the remainder of the Agreement shall be and remain in full force and effect.

LICENSE NOT A LEASE:

This Agreement shall not be deemed to be a lease of any facilities, the use of which is permitted hereunder, but rather a license to use and occupy the respective premises under the terms and conditions stated herein.

NON-DISCRIMINATION:

The Contractor shall comply with Title I and Title II of the Americans with Disabilities Act regarding non-discrimination on the basis of disability in employment and the provision of services, and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation or disability.

No persons, on the grounds of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation or disability shall be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination in the use of said materials or offering of services by the Contractor.

PENALTY FOR DAMAGE:

Town's Municipal Code

Sec. 16-3. Damaging public property prohibited.

It shall be unlawful to wantonly, willfully or maliciously mar, deface, injure or mutilate any of the town buildings, vehicles, equipment, furniture, street signs, traffic signs, or traffic control equipment, or any other property of the town.

(Code 1964, § 10-8)

AGREEMENT BETWEEN THE TOWN OF DAVIE
AND SUNSHINE AFTER SCHOOL CHILD CARE, INC.
FOR OPERATION OF SUMMER CAMP PROGRAMS

IN WITNESS WHEREOF, the parties hereto have executed this Reciprocal Use Agreement the day and year first written above.

SUNSHINE AFTER SCHOOL CHILD CARE, INC.
FLORIDA

TOWN OF DAVIE,

BY: _____
C.E.O.

BY: _____
MAYOR

ATTEST:

TOWN CLERK

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

I HEREBY CERTIFY, that on the _ day of _____ 2008,
personally appeared before me, an officer duly authorized to administer oaths and take
acknowledgements, Sunshine After School Child Care, Inc., signed this Agreement on
the _____ day of _____, 2008.

WITNESSETH my hand and official seal at _____,
Broward County, Florida this _____ day of _____, 2008.

My Commission Expires: _____